

An Agreement Among the Attorneys General of the States and Commonwealths of Connecticut, Alabama, Arizona, Delaware, Florida, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New York, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Utah, Vermont, Virginia and Wisconsin and Jason Malek dated March 16, 2017

This Settlement Agreement is made and entered into this 16th day of March, 2017 (hereinafter, "Effective Date"), by and between the Attorneys General of the States and Commonwealths of Connecticut, Alabama, Arizona, Delaware, Florida, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New York, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Utah, Vermont, Virginia and Wisconsin (hereinafter, Attorneys General) and Jason Malek (hereinafter, "Malek").

WHEREAS, the Attorneys General have been conducting an investigation of civil violations of state and federal antitrust laws and state consumer protection laws in the marketing and sale of generic pharmaceuticals in the United States (the "Attorneys General's Investigation");

WHEREAS, Malek is a resident of Ocean, New Jersey, and was formerly the President of Heritage Pharmaceuticals, Inc. (hereinafter, "Heritage"), a generic pharmaceutical company located in Eatontown, New Jersey;

WHEREAS, Heritage is engaged in the acquisition, licensing, development, marketing, sale and distribution of generic pharmaceutical products for the United States prescription drug market;

WHEREAS, Malek was charged with two count(s) of criminal violations of the Sherman Antitrust Act, in a criminal Information filed by the United States Department of Justice ("DOJ") on December 13, 2016 arising from his involvement in the marketing and sale of generic pharmaceuticals in the United States;

WHEREAS, Malek has entered into a Plea Agreement with the DOJ agreeing to waive indictment and pleading guilty to each count of a two-count Information;

WHEREAS, the Attorneys General, based upon their investigation, are prepared to allege the following conduct as relevant to this Settlement Agreement:

A. ALLEGATIONS

1. The Drug Price Competition and Patent Term Restoration Act of 1984, commonly known as the Hatch-Waxman Act ("Hatch-Waxman"), created the regulatory mechanism under which the United States Food and Drug Administration can approve generic pharmaceuticals. In 2015, sales of generic pharmaceuticals in the United States were estimated at \$74.5 billion dollars. Today, the generic pharmaceutical industry accounts for approximately 88% of all prescriptions written in the United States.
2. Heritage, a privately held company formed in 2006, markets a variety of products in a number of therapeutic categories, including but not limited to: cardiovascular, metabolic disease, anti-infective and pain management.
3. Malek participated in a conspiracy to suppress and eliminate competition by allocating customers, rigging bids, and fixing and maintaining prices for doxycycline hyclate delayed release sold in the United States, from in or about April 2013 and continuing until at least December 2015, in violation of the Sherman Antitrust Act, 15 U.S.C. § 1. Malek participated in a conspiracy to suppress and eliminate competition by allocating customers and fixing and maintaining prices for glyburide sold in the United States, from in or about April 2014 and continuing until at least December 2015, in violation of the Sherman Antitrust Act, 15 U.S.C. § 1. ("Relevant Conduct").

WHEREAS, based on this information, the Attorneys General are prepared to allege that Malek engaged in a scheme to (a) fix, control or maintain prices, rates, quotations, or fees; or (b) allocate or divide customers or markets, either functional or geographical; which had the effect of artificially increasing or maintaining prices for certain generic pharmaceuticals within the United States;

WHEREAS, Malek has cooperated and has agreed to continue to cooperate fully with the ongoing Attorneys General's Investigation;

WHEREAS, in consideration of Malek's full, voluntary and truthful cooperation with the ongoing Attorneys General's Investigation and his agreement to pay a civil penalty pursuant to the conduct described in the Allegations above, the Attorneys General find that the relief and other provisions contained in this Settlement Agreement are appropriate and in the public interest; and

NOW THEREFORE, in exchange for the mutual obligations described below, Malek and the Attorneys General hereby enter into this Settlement Agreement, and agree as follows:

B. CIVIL PENALTY

1. Within thirty (30) days of the Effective Date of this Settlement Agreement, Malek agrees to pay a civil penalty in the amount of Twenty-five Thousand Dollars (\$25,000) by wire transfer, certified check or other guaranteed funds, pursuant to the instructions of the Attorneys General.
2. Malek warrants that, as of the Effective Date of this Settlement Agreement, he is not insolvent, nor will the payment required under this Settlement Agreement render him insolvent, as that term is used in the United States Bankruptcy Code.

C. COOPERATION WITH THE ATTORNEYS GENERAL'S INVESTIGATION

3. Malek agrees to continue to provide full, complete and prompt cooperation with the ongoing Attorneys General's Investigation, and related proceedings and actions against any other person, corporation or entity, provided that such cooperation is not inconsistent with any obligations he may have to the DOJ. Malek shall have at least five (5) business days to object to any cooperation the Attorneys General request on the grounds that it is inconsistent with his obligations to the DOJ.
4. Cooperation shall include, but not be limited to: (a) producing, voluntarily, without service of subpoena, all pre-existing information, documents or other tangible evidence requested by the Attorneys General that relates to the Attorneys General's Investigation; (b) producing, without service of subpoena, any pre-existing compilations or summaries of market information or data that the Attorneys General request that relates to the Attorneys General's Investigation; (c) providing to the Attorneys General, or their designated representative, all facts related to the Relevant Conduct or conduct related to the Attorneys General's Investigation that are now known, or subsequently learned, by Malek; and (d) if requested by the Attorneys General, attending, on reasonable notice, any proceedings (including but not limited to meetings, interviews, hearings, depositions, grand jury proceedings and trials) and answering completely, candidly and truthfully any and all inquiries relating to the subject matter of the Attorneys General's Investigation that may be put to him by the Attorneys General (or any of them, their deputies, assistants or agents), all without service of subpoena.
5. In the event any document or information is withheld or redacted on grounds of privilege, work-product or other legal doctrine, upon the request of the Attorneys General, or their designated representative, Malek shall submit a statement in writing indicating: (i) the type of document or information; (ii) the date of the document; (iii) the author and recipient of the document; (iv) the general subject matter of the document or information; (v) the reason for withholding the document; and (vi) the Bates number or range of the withheld document. The Attorneys General or their designated representative

may initiate a challenge to such claim in any state or federal court where jurisdiction is appropriate and may rely on all documents or communications theretofore produced or the contents of which have been described by Malek.

6. Malek agrees not to compromise the integrity or confidentiality of any aspect of the Attorneys General's Investigation or any proceeding or actions relating to the Investigation, by sharing or disclosing evidence, documents, or other information provided to Malek by the Attorneys General or their designated representative with others without the consent of the Attorneys General or their designated representative. Nothing herein shall prevent Malek from providing such evidence to other government regulators, law enforcement agencies or as otherwise required by law.
7. Malek shall maintain custody of, or make arrangements to have maintained, all available documents and/or records relating to Malek's involvement in the Relevant Conduct or conduct related to the Attorneys General's Investigation, and within the scope of the civil investigative demand issued to Malek by the Connecticut Attorney General dated November 2, 2016.
8. If Malek has intentionally given false, misleading or incomplete information or testimony, has failed to cooperate fully, or otherwise has violated any provision of this agreement, then the Attorneys General may deem this Settlement Agreement null and void. In the event the Attorneys General void this Settlement Agreement, Malek may be subject to a civil, criminal or administrative action brought by any of the Attorneys General for the conduct identified in the Allegations above or any other conduct related to the Attorneys General's Investigation. Moreover, any such action may be premised upon (i) any information or statement provided by Malek to the Attorneys General or their agents or representatives, (ii) any testimony given by him in court, grand jury or other proceeding, and (iii) any leads derived from such information, statement or testimony. Malek understands that such information, statements, testimony and leads derived therefrom may be used against him in any such action. Moreover, Malek agrees that all such information, statements or testimony shall be admissible in any civil, criminal or administrative proceedings against him, and he expressly waives any claim under the United States Constitution, Rule 410 of the Federal Rules of Evidence, or any other federal or state rule or statute that such information, statements, testimony or leads should be excluded. Finally, Malek waives any claim that such action is time-barred where the statute of limitations has expired between the signing of this Settlement Agreement and the commencement of any such lawsuit.
9. In the event Malek becomes a witness at any action brought by the Attorneys General related to the conduct described in the Allegations or any other conduct related to the Attorneys General's Investigation, and in the event his testimony at such proceeding is

materially different from any statements made or information disclosed to the Attorneys General, by him or any agents acting on his behalf, the Attorneys General may use such statements and information, and all evidence obtained directly or indirectly therefrom, to impeach, cross-examine or rebut such testimony or information. Malek understands that such statements and information may be used against him in this manner.

10. The Attorneys General agree that if, in the sole and exclusive judgment of the Attorneys General, they should decide that Malek has cooperated fully and truthfully, provided substantial assistance to the Attorneys General's Investigation and otherwise complied fully with this Settlement Agreement, then the Attorneys General, at the request of Malek, will make such cooperation known to any court, or federal or state law enforcement, prosecuting, administrative or regulatory agency. The Attorneys General make no representations or agreements with Malek or any person representing Malek other than as set forth in this Settlement Agreement.

D. ENFORCEMENT

11. The Attorneys General may make such application as appropriate to enforce or interpret the provisions of this Settlement Agreement or, in the alternative, may maintain any action within their legal authority for such other and further relief as they determine is proper and necessary for the enforcement of this Settlement Agreement. Malek consents to the jurisdiction of the courts of the States of Connecticut or New Jersey only for the purpose of an action brought by the Attorneys General to enforce the terms of this Settlement Agreement. Connecticut law shall apply in any action brought by the Attorneys General to enforce the terms of this Settlement Agreement. The parties recognize that remedies at law for violations of this Settlement Agreement, except for Paragraph 1, are inadequate. The parties agree that, in any action to enforce the terms of this Settlement Agreement, except Paragraph B1, a court shall have the authority to award equitable relief, including specific performance, and the parties consent to the awarding of such equitable relief including specific performance.
12. This Settlement Agreement may be modified by the mutual agreement of Malek and the Attorneys General. Any such modification shall be in writing and signed by all parties to this Settlement Agreement.
13. Any information obtained directly and exclusively from Malek after the Effective Date of the Agreement shall not be disclosed to any state unless that state is (i) a member of the Attorneys General working group ("Working Group") on the Effective Date or (ii) joins the Working Group and agrees to be bound by all provisions of this Agreement.

E. RELEASE BY ATTORNEYS GENERAL AND PARTICIPATING ATTORNEYS GENERAL

14. Subject to the satisfaction of the obligations of Malek as set forth in this Settlement Agreement, including, without limitation, the obligations set forth in Paragraphs B1 and C3 through 7 hereof, each Attorney General releases Malek and his heirs from all civil claims, counterclaims, cross claims, setoffs, civil causes of action of any type (whether common law, equitable, statutory, regulatory or administrative, class, individual or otherwise in nature, and whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured), demands, disputes, damages, restitution, whenever incurred, and liabilities of any nature whatsoever, including, without limitation, costs, fines, debts, expenses, penalties and attorneys' fees, known or unknown, arising out of his participation in the Relevant Conduct set forth above through the Effective Date of this Settlement Agreement that could have been asserted by each Attorney General in his or her sovereign capacity as chief law enforcement officer of his or her respective state. This release specifically does not purport to release any civil claims, counterclaims, cross claims, setoffs, causes of action of any type (whether common law, equitable, statutory, regulatory or administrative, class, individual or otherwise in nature, and whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured), demands, disputes, damages, restitution, whenever incurred, and liabilities of any nature whatsoever, including, without limitation, costs, fines, debts, expenses, penalties and attorneys' fees, known or unknown, arising out of his participation in the Relevant Conduct set forth above, that any other person, state agency or non-governmental entity may have. Each State, through this Settlement Agreement, does not settle, release, or resolve any claims against Malek or any other person or entity involving any private causes of action, claims, or remedies, including, but not limited to, private causes of action, claims, or remedies provided for under the State's consumer protection or antitrust laws. This release does not, and is not intended to, benefit or apply to any person other than Malek and his heirs.

F. PARTICIPATION OF ADDITIONAL ATTORNEYS GENERAL

15. The attorney general of any state that wishes to join in this settlement may opt in and accept the terms of this Settlement Agreement by signing the opt-in agreement appended hereto as Exhibit 1, within 60 days of the Effective Date. Any attorney general submitting a timely opt-in agreement will thereby become a party to this Settlement Agreement.

G. NOTICES AND REPORTS

16. All notices required to be provided shall be sent electronically or by first-class mail, postage pre-paid as follows:

For Malek:

Michael B. Himmel, Esq.
Lowenstein Sandler.
1251 Avenue of the Americas
New York, New York 10020

For Attorneys General:

W. Joseph Nielsen
Assistant Attorney General, Antitrust Department
Office of the Connecticut Attorney General
55 Elm Street
Hartford, Connecticut 06141
joseph.nielsen@ct.gov

H. OTHER PROVISIONS

17. This Settlement Agreement is entered into voluntarily and solely for the purpose of resolving the civil claims and causes of action the Attorneys General have against Malek. This Settlement Agreement and any and all negotiations, documents and discussions associated with it shall not be used for any other purpose, except in proceedings or actions to enforce or interpret this Settlement Agreement. It shall not constitute or be construed as an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Malek.
18. Except as expressly set forth herein, this Settlement Agreement shall not confer any rights upon any persons or entities besides the Attorneys General and Malek.
19. Nothing in this Settlement Agreement is intended to limit or bar any of the Attorneys General's claims against third parties, including but not limited to, claims against Heritage Pharmaceuticals, Inc., other pharmaceutical manufacturers, individuals or entities who conspired with Malek. Nothing in this Settlement Agreement is intended to limit, bar or liquidate damages with respect to any of the Attorneys General's claims against any individual or entity other than Malek and his heirs in any action brought by

the Attorney(s) General against Heritage Pharmaceuticals, Inc., other pharmaceutical manufacturers or any other individual or entity.

20. This Settlement Agreement may be executed in counterparts.

21. No promise has been made to give Malek any greater or further consideration other than as stated in this Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties hereto concerning the subject matter of this Agreement are contained in this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party hereto to any other party concerning the subject matter of this Agreement. All prior and contemporaneous negotiations, possible and alleged agreements, representations, covenants and warranties, between the Parties concerning the subject matter of this Settlement Agreement are merged into this Settlement Agreement. This Agreement contains the entire agreement between the Parties.

22. Malek enters into this Agreement as a free and voluntary act with full knowledge of its legal consequences. Malek has not relied on any information or representations which are not contained in this Agreement.

WHEREFORE, IT IS SO AGREED AND the following signatures are affixed hereto on this ____ day of March, 2017.

JASON MALEK

STATE OF CONNECTICUT
GEORGE JEPSEN
ATTORNEY GENERAL

GEORGE JEPSEN
Michael E. Cole
Chief, Antitrust Department
W. Joseph Nielsen
Assistant Attorneys General
55 Elm Street, PO Box 120
Hartford, CT 06141-0120
Tel: (860)808-5040
Fax: (860)808-5033
joseph.nielsen@ct.gov

STATE OF ALABAMA
STEVEN T. MARSHALL
ATTORNEY GENERAL

Billington M. Garrett
Assistant Attorney General
Office of the Attorney General
501 Washington Avenue
Montgomery, AL 36130
Telephone: (334) 242-7300
Fax: (334) 242-2433
Email: bgarrett@ago.state.al.us

THE STATE OF ARIZONA
MARK BRNOVICH
ATTORNEY GENERAL OF ARIZONA

NANCY M. BONNELL
(Arizona Bar No. 016382)
DANA R. VOGEL
(Arizona Bar No. 030748)
Assistant Attorneys General
Office of the Attorney General
Consumer Protection & Advocacy Section
1275 West Washington
Phoenix, Arizona 85007
Telephone: (602) 542-7728
Fax: (602) 542-9088
Nancy.bonnell@azag.gov
Dana.vogel@azag.gov

STATE OF DELAWARE
MATTHEW P. DENN
ATTORNEY GENERAL

Michael A. Undorf
Deputy Attorney General
Delaware Department of Justice
820 N. French St., 5th Floor
Wilmington, DE 19801
Telephone: (302) 577-8924
Fax: (302) 577-6499
Email: Michael.Undorf@state.de.us

STATE OF FLORIDA
PAMELA JO BONDI
Attorney General

PATRICIA A. CONNERS
(Florida Bar No. 361275)
Deputy Attorney General
Trish.Conners@myfloridalegal.com

LIZABETH A. BRADY
(Florida Bar No. 457991)
Chief, Multistate Enforcement
Liz.Brady@myfloridalegal.com

TIMOTHY FRASER
(Florida Bar No. 957321)
Assistant Attorney General
Timothy.Fraser@myfloridalegal.com

Office of the Attorney General
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050
Tel: (850) 414-3300
Fax: (850) 488-9134

STATE OF HAWAII
DOUGLAS S. CHIN
ATTORNEY GENERAL OF HAWAII

BRYAN C. YEE
RODNEY I. KIMURA
Deputy Attorneys General
Department of the Attorney General
425 Queen Street
Honolulu, Hawaii 96813
Tel: 808-586-1180
Fax: 808-586-1205
Bryan.c.yee@hawaii.gov
Rodney.i.kimura@hawaii.gov

STATE OF IDAHO
LAWRENCE G. WASDEN
ATTORNEY GENERAL

Brett T. DeLange
John K. Olson
Deputy Attorneys General
Consumer Protection Division
Office of the Attorney General
954 W. Jefferson Street, 2nd Floor
P.O. Box 83720
Boise, Idaho 83720-0010
Telephone: (208) 334-4114
Fax: (208) 334-4151
brett.delange@ag.idaho.gov
john.olson@ag.idaho.gov

STATE OF ILLINOIS

LISA MADIGAN
Attorney General
Robert W. Pratt
Antitrust Bureau Chief
Office of the Illinois Attorney General
100 W. Randolph Street
Chicago, IL 60601
Tel: (312) 814-3722
Fax: (312) 814-4902
rpratt@atg.state.il.us

STATE OF INDIANA

CURTIS T. HILL

Attorney General of the State of Indiana

AMANDA JANE LEE

Deputy Attorney General

TAMARA WEAVER

Deputy Attorney General

JUSTIN G. HAZLETT

Section Chief, Consumer Protection Division

302 West Washington St., 5th Floor

IGCS -5th Floor

Indianapolis, IN 46204

Tel: (317) 233-8297

Fax: (317) 233-4393

ATTORNEYS FOR THE
STATE OF INDIANA

STATE OF IOWA

THOMAS J. MILLER
Attorney General of Iowa
Layne M. Lindebak
Assistant Attorney General
Special Litigation Division
Hoover Office Building-Second Floor
1305 East Walnut Street
Des Moines, IA 50319
Tel: (515) 281-7054
Fax: (515) 281-4902
Layne.Lindebak@iowa.com

ATTORNEYS FOR THE
STATE OF IOWA

STATE OF KANSAS
DEREK SCHMIDT
ATTORNEY GENERAL

Lynette R. Bakker
Assistant Attorney General
Office of the Kansas Attorney General
120 S.W. 10th Avenue, 2nd Floor
Topeka, KS 66612-1597
Telephone: (785) 368-8451
Fax: (785) 291-3699
Email: lynette.bakker@ag.ks.gov

ANDY BESHEAR
Attorney General of Kentucky

LeeAnne Applegate
Charles W. Rowland
Assistant Attorneys General
Office of the Attorney General of Kentucky
1024 Capital Center Drive, Suite 200
Frankfort, KY 40601
Tel: 502-696-5300
Fax: 502-573-8317
LeeAnne.Applegate@ky.gov
Charlie.Rowland@ky.gov

ATTORNEYS FOR THE STATE OF KENTUCKY

STATE OF LOUISIANA
JEFF LANDRY
Attorney General
State of Louisiana

STACIE L. DEBLIEUX
LA Bar # 29142
Assistant Attorney General
Public Protection Division
1885 North Third St.
Baton Rouge, LA 70802
Tel: (225) 326-6400
Fax: (225) 326-6499
Email: deblieuxs@ag.louisiana.gov

THE STATE OF MAINE
JANET T. MILLS
Attorney General of Maine

Christina Moylan
Assistant Attorney General
Office of the Attorney General of Maine
6 State House Station
Augusta, ME 04333
Tel: 207-626-8838
Fax: 207-624-7730
christina.moylan@maine.gov

ATTORNEYS FOR THE
STATE OF MAINE

THE STATE OF MARYLAND
BRIAN E. FROSH
MARYLAND ATTORNEY GENERAL

Ellen S. Cooper
Assistant Attorney General
Chief, Antitrust Division
John R. Tennis
Assistant Attorney General
Deputy Chief, Antitrust Division
Office of the Attorney General
200 St. Paul Place, 19th Floor
Baltimore, Maryland 21202
Tel. # (410) 576-6470
Fax # (410) 576-7830
jtennis@oag.state.md.us

Attorneys for the State of Maryland

FOR PLAINTIFF COMMONWEALTH
OF MASSACHUSETTS
MAURA HEALEY
ATTORNEY GENERAL

William T. Matlack (MA BBO No. 552109)
Assistant Attorney General
Chief, Antitrust Division
Carol E. Head (MA BBO No. 652170)
Matthew M. Lyons (MA BBO No. 657685)
Michael MacKenzie (MA BBO No. 683305)
Assistant Attorneys General
Antitrust Division
One Ashburton Place
Boston, MA 02108
Tel: (617) 727-2200
Fax: (617) 722-0184 (fax)
William.Matlack@state.ma.us
Carol.Head@state.ma.us
Matthew.Lyons@state.ma.us
Michael.Mackenzie@state.ma.us

THE STATE OF MICHIGAN
BILL SCHUETTE
ATTORNEY GENERAL

DJ Pascoe
Assistant Attorney General
First Assistant, Corporate Oversight
Michigan Department of Attorney General
G. Mennen Williams Building, 6th Floor
525 W. Ottawa Street
Lansing, Michigan 48933
pascoed1@michigan.gov
Telephone: (517) 373-1160
Fax: (517) 335-6755

THE STATE OF MINNESOTA
LORI SWANSON
ATTORNEY GENERAL

JAMES CANADAY
Deputy Attorney General
JUSTIN ERICKSON
Assistant Attorney General
ROBERT CARY
Assistant Attorney General
Office of the Minnesota Attorney General
Suite 1400
445 Minnesota Street
St. Paul, MN 55101
Telephone: (651) 757-1022
Fax: (651) 296-9663
Email: robert.cary@ag.state.mn.us

THE STATE OF MISSISSIPPI
JIM HOOD, ATTORNEY GENERAL
STATE OF MISSISSIPPI

By: Crystal Utley Secoy, MSBN 102132
Special Assistant Attorney General
Consumer Protection Division
Office of the Attorney General
Post Office Box 22947
Jackson, Mississippi 39225
Telephone: 601-359-4213
Fax: 601-359-4231
Email: cutle@ago.state.ms.us

THE STATE OF MONTANA
TIMOTHY C. FOX
Attorney General

MARK MATTIOLI
Chief, Consumer Protection
CHUCK MUNSON
Assistant Attorney General
MONTANA DEPARTMENT OF JUSTICE
OFFICE OF CONSUMER PROTECTION
555 Fuller Avenue
P.O. Box 200151
Helena, MT 59620-0151
(406) 444-4500
FAX: (406) 442-1894
cmunson@mt.gov

THE STATE OF NEBRASKA,
ex rel. DOUGLAS J. PETERSON,
ATTORNEY GENERAL

Collin Kessner
Assistant Attorney General
Nebraska Attorney General's Office
2115 State Capitol
Lincoln, NE 68509
Tel: 402-471-3833
Fax: 402-471-4725
collin.kessner@nebraska.gov

THE STATE OF NEVADA
ADAM PAUL LAXALT
Nevada Attorney General

Lucas J. Tucker
Senior Deputy Attorney General
Office of the Nevada Attorney General
Bureau of Consumer Protection
10791 W. Twain Ave., Suite 100
Las Vegas, Nevada 89135
Nevada Bar No. 10252
ltucker@ag.nv.gov

STATE OF NEW HAMPSHIRE

By its attorney,
Joseph A. Foster
Attorney General of New Hampshire

Jennifer L. Foley, NH Bar #10519
Assistant Attorney General
Consumer Protection and Antitrust Bureau
NH Department of Justice
33 Capitol Street
Concord, NH 03301
(603) 271-7987
Jennifer.Foley@doj.nh.gov

Brooksley C. Belanger, NH Bar #17097
Assistant Attorney General
Medicaid Fraud Control Unit
33 Capitol Street
Concord, NH 03301-6397
(603) 271-1246
brooksley.belanger@doj.nh.gov

THE STATE OF NEW JERSEY
CHRISTOPHER S. PORRINO
Attorney General of New Jersey

Russell M. Smith, Jr.
Jodie E. Van Wert
Deputy Attorneys General
State of New Jersey
Office of the Attorney General
Division of Law
124 Halsey Street – 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Tel: (973) 877-1280
Fax: (973) 648-4887
Russell.Smith@dol.lps.state.nj.us
Jodie.VanWert@dol.lps.state.nj.us

ATTORNEYS FOR THE
STATE OF NEW JERSEY

THE STATE OF NEW YORK
ERIC T. SCHNEIDERMAN
Attorney General of the State of New York

MANISHA SHETH
Executive Deputy Attorney General for Economic Justice
BEAU BUFFIER
Chief, Antitrust Bureau
ELINOR R. HOFFMAN
Deputy Chief, Antitrust Bureau
ROBERT L. HUBBARD
LINDA GARGIULO
Assistant Attorneys General
120 Broadway, 26th Floor
New York, New York 10271-0332
Tel: (212) 416-8267
Fax: (212) 416-6015

ATTORNEYS FOR THE
STATE OF NEW YORK

THE STATE OF NORTH DAKOTA
Wayne Stenehjem
Attorney General

Parrell D. Grossman, ND ID 04684
Assistant Attorney General
Director, Consumer Protection &
Antitrust Division
Office of Attorney General
Gateway Professional Center
1050 E Interstate Ave, Ste 200
Bismarck, ND 58503--5574
Telephone (701) 328-5570
Facsimile (701) 328-5568
pgrossman@nd.gov

Attorneys for the State of North Dakota

THE STATE OF OHIO
R. MICHAEL DEWINE
Attorney General of Ohio

Jennifer Pratt
Chief, Antitrust Section
Beth A. Finnerty
Assistant Section Chief, Antitrust Section
Edward J. Olszewski
Senior Assistant Attorney General
Office of the Ohio Attorney General
Antitrust Section
150 E. Gay St., 22nd Floor
Columbus, OH 43215
Tel: (614) 466-4328
Fax: (614) 995-0269
edward.olszewski@ohioattorneygeneral.gov

ATTORNEYS FOR THE
STATE OF OHIO

THE STATE OF OKLAHOMA
E. SCOTT PRUITT
ATTORNEY GENERAL

Rachel Irwin, OBA #31598
Assistant Attorney General
Office of the Oklahoma Attorney General
313 N.E. 21st Street
Oklahoma City, OK 73105
Telephone: (405) 522-1014
Fax: (405) 522-0085
Email: Rachel.Irwin@oag.ok.gov

THE STATE OF OREGON
ELLEN F. ROSENBLUM
ATTORNEY GENERAL

TIM D. NORD, OSB 882800
Special Counsel
Civil Enforcement Division
Oregon Department of Justice
1162 Court Street NE
Salem, OR 97301-4096
Tel: (503) 934-4400
Fax: (503) 373-7067
tim.d.nord@doj.state.or.us

KATHERINE A. CAMPBELL,
OSB 071044
Assistant Attorney General
Civil Enforcement Division
Oregon Department of Justice
100 SW Market Street
Portland, OR 97201
Tel: (971) 673-1880
Fax: (971) 673-1884
katherine.campbell@doj.state.or.us

COMMONWEALTH OF PENNSYLVANIA
JOSH SHAPIRO
ATTORNEY GENERAL

Tracy W. Wertz
Chief Deputy Attorney General
Antitrust Section
Joseph S. Betsko
Senior Deputy Attorney General
Antitrust Section
Pennsylvania Office of Attorney General
Strawberry Square, 14th Floor
Harrisburg, PA 17120
Phone: 717-787-4530
Fax: 717-787-1190
twertz@attorneygeneral.gov
jbetsko@attorneygeneral.gov

ATTORNEYS FOR THE
COMMONWEALTH
OF PENNSYLVANIA

THE STATE OF SOUTH CAROLINA

ALAN WILSON

Attorney General for the
State of South Carolina

Federal ID No. 10457

Email: awilson@scag.gov

ROBERT BOLCHOZ

Chief Deputy Attorney General

Federal ID No. 6959

Email: rbolchoz@scag.gov

ROBERT D. COOK

Solicitor General

Federal ID No. 285

Email: bcook@scag.gov

C. HAVIRD JONES, JR.

Senior Assistant Deputy Attorney General

Federal ID No. 2227

Email: sjones@scag.gov

CLARK KIRKLAND, JR.

Assistant Attorney General

Federal ID No. 12410

Email: ckirklandjr@scag.gov

OFFICE OF THE ATTORNEY GENERAL

1000 Assembly Street

Rembert C. Dennis Building

Post Office Box 11549

Columbia, South Carolina 29211-1549

Phone: 803.734.3970

Attorneys for Alan Wilson, in his official
capacity as Attorney General of the
State of South Carolina.

THE STATE OF TENNESSEE
HERBERT H. SLATERY III
Attorney General and Reporter of
Tennessee

CYNTHIA E. KINSER
Deputy Attorney General
BRANT HARRELL
Senior Counsel
DAVID MCDOWELL
Assistant Attorney General
Office of the Attorney General and Reporter
P.O. Box 20207
Nashville, TN 37202
Tel: (615) 741-8722
Cynthia.Kinser@ag.tn.gov
Brant.Harrell@ag.tn.gov
David.McDowell@ag.tn.gov

ATTORNEYS FOR THE
STATE OF TENNESSEE

THE STATE OF UTAH

SEAN D. REYES
UTAH ATTORNEY GENERAL
350 North State Street, #230
P.O. Box 142320
Salt Lake City, UT 84114-2320
David Sonnenreich
Deputy Attorney General
Ronald J. Ockey
Assistant Attorney General
Chief, Antitrust Section
Edward Vasquez
Assistant Attorney General
Office of the Attorney General of Utah
Tax, Financial Services and Antitrust
Division
160 East 300 South, 5th Floor
P.O. Box 140874
Salt Lake City, UT 84114-0874
Tel: 801-366-0375
Fax: 801-366-0378
dsonnenreich@utah.gov
rockey@utah.gov
evasquez@utah.gov

ATTORNEYS FOR THE
STATE OF UTAH

THE STATE OF VERMONT
THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL

Jill S. Abrams
Assistant Attorney General
109 State Street
Montpelier, Vermont 05609
Telephone: (802) 828-1106
Fax: (802) 828-2154
Email: Jill.Abrams@vermont.gov

THE COMMONWEALTH OF VIRGINIA

MARK R. HERRING

Attorney General of Virginia

Cynthia E. Hudson

Chief Deputy Attorney General

Rhodes B. Ritenour

Deputy Attorney General

Richard S. Schweiker, Jr.

Senior Assistant Attorney General and

Chief, Consumer Protection Section

Sarah Oxenham Allen

Senior Assistant Attorney General

Tyler T. Henry

Assistant Attorney General

Office of the Attorney General of Virginia

202 North 9th Street

Richmond, VA 23219

Tel: 804-692-0485

Fax: 804-786-0122

thentry@oag.state.va.us

ATTORNEYS FOR THE
COMMONWEALTH OF VIRGINIA

THE STATE OF WISCONSIN

BRAD D. SCHIMEL

Wisconsin Attorney General

GWENDOLYN J. COOLEY

Assistant Attorney General

State Bar #1053856

Attorneys for the State of Wisconsin

Wisconsin Department of Justice

Post Office Box 7857

Madison, Wisconsin 53707-7857

(608) 261-5810

(608) 266-2250 (Fax)

cooleygj@doj.state.wi.us

EXHIBIT 1
ELECTION BY ATTORNEY GENERAL TO PARTICIPATE
IN SETTLEMENT WITH JASON MALEK

The Attorney General of North Carolina hereby elects to participate in the Settlement Agreement Among the Attorneys General of the States and Commonwealths of Connecticut, Alabama, Arizona, Delaware, Florida, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New York, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Utah, Vermont, Virginia and Wisconsin and Jason Malek, dated March 16, 2017, as a Participating Attorney General.

Date: March 16, 2017

JOSH STEIN
Attorney General of North Carolina

By: _____
Jessica V. Sutton
Assistant Attorney General
Consumer Protection Division
Financial Fraud Section
North Carolina Department of Justice
114 W. Edenton Street
Raleigh, NC 27603
Tel: (919) 716-0998
Fax: (919) 716-6050